

**DEPARTMENT OF HOMELAND SECURITY
U.S. CUSTOMS AND BORDER PROTECTION
INTERAGENCY AGREEMENT
(IAA)**

Rec'd 17 Mar 15
USACE Mod #0003
Rec'd 19 Mar 15
signed from CBP

1. Agreement No. HSBP1013X00127		2. Modification No. P00002		3. Order No.		4. Requisition No. 0020076095	
5. Period of Performance From 08/29/2013 To 09/30/2016				6. Statutory Authority ECONOMY ACT (31 U.S.C. 1535)		7. Date IAA Prepared 01/27/2015	
8. Requesting Agency Agency Name: DHS - Customs & Border Protection Office/Division: CBP POC: (b) (6), (b) (7)(C) Address: 1901 South Bell Street Arlington VA 22202 POC Phone No.: 202-(b) (6), (b) (7)(C)				9. Servicing Agency Agency Name: ARMY CORPS OF ENGINEERS Office/Division: POC: Address: 819 TAYLOR ST RM 3A14 FT WORTH TX 76102-0300 POC Phone No.:			
10. Scope of Work 1. The purpose of this action is to accomplish the following: a. Decrease CLIN 40 from (b)(3) a decrease of (b)(3) as a result of USACE DD Form 448-2 , dtd 15 OCT 14. b. Adds CLIN 60 in the amount of (b)(3) for the Big Bend Modular Purchase Project.. 2. The CLIN 40 decrease of (b)(3) and CLIN 60 addition of (b)(3) equals \$452,573.99. This modification amount applied to the total contract amount of \$2,226,896.01 results in \$2,679,470.00, a \$452,573.99 increase. 3. The period of performance is changed from 08/28/2015 to 09/30/2016. 4. The Contracting Office is changed from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) 5. The RWA remains \$1,439,600.08. 6. The Statement of Work (SOW) is revised to address the Project.							
11. Delivery/Shipping Schedule See Attached Delivery Schedule							
12. IAA Amount				13. Billing and Payment			
Base Price of IAA		\$2,226,896.01		Requesting Agency		Servicing Agency	
Modification Amount	\$452,573.99			Locator Code: 70050800 DUNS #: (b)(6);(b)(7)(C) Address: DHS - Customs & Border Protection Commercial Accounts Sect. 6650 Telecom Drive, Suite 100 Indianapolis IN 46278		Locator Code: DUNS #: Address:	
Assisted Acquisition Servicing Fee	\$0.00						
Total IAA Price	\$2,679,470.00			POC: (b) (6), (b) (7)(C) POC Phone #: 317-(b) (6), (b) (7)(C) POC Fax #: 317-(b) (6), (b) (7)(C) POC Email: (b) (6), (b) (7)(C)@cbp.dhs.gov		POC: POC Phone #: POC Fax #: POC Email:	
14. Requesting Agency TAS No.				15. Servicing Agency TAS No.			
10		703/70532		10		00000000	
20		702/60532		20		00000000	
30		703/70532		30		00000000	
40		703/70532		40		00000000	

14. Requesting Agency TAS No. (Continued)	15. Servicing Agency TAS No. (Continued)
50 704/80532_____	50 _____00000000_____
60 _____07020152019_0532000_____	60 _____00000000_3122_____

16. Invoice/Payment Method

- ☐ Requesting Agency Initiate IPAC
- ☐ Servicing Agency Initiate IPAC
- ☐ Credit Card
- ☐ Other (explain below)
- _____

17. Billing Frequency

- ☒ Monthly
- ☐ Quarterly
- ☐ Semi-annually
- ☐ Annual
- ☐ Advanced Payment (explain below)
- _____
- ☐ Other (explain below)
- _____

18. Requesting Agency Accounting and Appropriation Data

10	6100.2525USCSGLCS0928040500ZFOP13461FM011602ALFC 105202525 TAS# 703/70532
20	6999.3211USCSGLCS0928040500Z94R12139FM011602ALFC 105203211 TAS# 702/60532
30	6100.2525USCSGLCS0928040500Z20613461FM011602ALFC 105202525 TAS# 703/70532
40	6100.2525USCSGLCS0928040500Z20713461FM011602ALFC 105202525 TAS# 703/70532
50	6999.3221USCSGLCS0928040500Z94K14461FM011602ALFC 105203221 TAS# 704/80532
60	6999.3222USCSGLCS0928040500Z1PG15461FM011602ALFW 105203222 TAS# 07020152019 0532

19. Approvals					
Program Officials		Requesting Agency		Servicing Agency	
Name	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)		
Title	PROGRAM MANAGER		Director, ESCO		
Telephone No.	949 (b) (6), (b) (7)(C)		817 (b) (6), (b) (7)(C)		
Fax No.					
Email	(b) (6), (b) (7)(C)@CBP.DHS.GOV		(b) (6), (b) (7)(C)@usace.army.mil		
Signature	Digitally signed by (b) (6), (b) (7)(C) DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=CBP, ou=HQ, cn=(b) (6), (b) (7)(C) Date: 2015.03.19 08:24:40 -07'00'		Date:	Digitally signed by (b) (6), (b) (7)(C) DN: c=US, o=U.S. Government, ou=U.S. Army, ou=PRC, ou=USA, cn=(b) (6), (b) (7)(C) Date: 2015.03.17 14:15:46 -05'00'	Date: 3/15/2015
Funding Officials					
Name	(b) (6), (b) (7)(C)		for (b) (6), (b) (7)(C)		
Title	FINANCIAL MGMT BRANCH CHIEF(ACTING)		Budget Analyst		
Telephone No.	949 (b) (6), (b) (7)(C)		817 (b) (6), (b) (7)(C)		
Fax No.			817 (b) (6), (b) (7)(C)		
Email	(b) (6), (b) (7)(C)@cbp.dhs.gov		(b) (6), (b) (7)(C)@usace.army.mil		
Signature	Digitally signed by (b) (6), (b) (7)(C) DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=CBP, ou=HQ, cn=(b) (6), (b) (7)(C) Date: 2015.03.19 08:24:40 -07'00'		Date:	Digitally signed by (b) (6), (b) (7)(C) DN: c=US, o=U.S. Government, ou=U.S. Army, ou=PRC, ou=USA, cn=(b) (6), (b) (7)(C) Date: 2015.03.20 09:22:42 -05'00'	Date: 20 Mar 15
Contracting Officials					
Name	(b) (6), (b) (7)(C)				
Title	Contracting Officer				
Telephone No.	202 (b) (6), (b) (7)(C)				
Fax No.					
Email	(b) (6), (b) (7)(C)@cbp.dhs.gov				
Signature	(b) (6), (b) (7)(C)		Date: 3/19/15		Date:

**DEPARTMENT OF HOMELAND SECURITY
U.S. CUSTOMS AND BORDER PROTECTION**

**INTERAGENCY AGREEMENT
(IAA)**

INSTRUCTIONS

Block 1: Insert IAA number (automatic system populated).

Block 2: Insert modification number of the IAA (automatic system populated).

Block 3: Insert IAA order number (automatic system populated).

Block 4: Insert IAA requisition number (automatic system populated).

Block 5: Insert period of performance for the IAA.

Block 6: Insert statutory authority for the IAA.

Block 7: Insert date the IAA was prepared (automatic system populated).

Block 8: Insert requesting agency information.

Block 9: Insert servicing agency information.

Block 10: Insert a brief description of the IAA requirements (scope of work) and list the applicable attachments in this block. At a minimum, the attachments should include the IAA terms and conditions, statement of work, and analysis of alternative, if applicable.

Block 11: Insert the delivery and/or shipping schedule for the IAA or indicate where the delivery/shipping schedule may be found.

Block 12: Insert the base price of the IAA, modification amount, assisted acquisition servicing fee, and total IAA price--automatic system populated.

Block 13: Insert the billing and payment information for the requesting and servicing agency (requesting agency information automatic system populated).

Block 14: Insert the requesting agency TAS number for each line item (automatic system populated).

Block 15: Insert the servicing agency TAS number for each line item (automatic system populated).

Block 16: Check the invoice/payment method for the IAA and explain if "other" is selected.

Block 17: Check the billing frequency for the IAA and explain if "advanced payment" or "other" is selected.

Block 18: Insert the requesting agency accounting and appropriation data per line item (automatic system populated).

Block 19: Insert IAA approval information for the requesting and servicing agency pertaining to program officials, funding officials, and contracting officers. Include the date for each signature.

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA MODIFICATION: HSBP1013X00127P00002**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	USACE MCA&Repair IAA - Change Mgmt	1.000	AU	(b)(3)	(b)(3)
20	Install Canopy @ H277 N CP	1.000	AU		
30	Eagle Pass N BPS - Relevel, replace floo	1.000	AU		
40	Uvalde BPS - Procesing area noise contro	1.000	AU		
50	ELP STN MCA - install range baffle syste	1.000	AU		
60	BBT CON Add Three Modulars at SHQ	1.000	AU		
60 cont.	12/22/2014 Line 90 BBT CON Add Three Modulars at SHQ				

Total Funded Value of Award:**\$2,679,470.00****I.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0928040500ZFOP13461FM011602ALFC 105202525 TAS# 703/70532	(b)(3)
20	6999.3211USCSGLCS0928040500Z94R12139FM011602ALFC 105203211 TAS# 702/60532	
30	6100.2525USCSGLCS0928040500Z20613461FM011602ALFC 105202525 TAS# 703/70532	
40	6100.2525USCSGLCS0928040500Z20713461FM011602ALFC 105202525 TAS# 703/70532	
50	6999.3221USCSGLCS0928040500Z94K14461FM011602ALFC 105203221 TAS# 704/80532	
60	6999.3222USCSGLCS0928040500Z1PG15461FM011602ALFW 105203222 TAS# 07020152019 0532000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1301 Constitution Av, NW Washington, DC 20004	10	1.000	08/28/2014
Customs and Border Protection Highway 277 North Del Rio, TX 78840	20	1.000	08/28/2014
Customs and Border Protection 2285 Del Rio Blvd Eagle Pass, TX 78852	30	1.000	08/28/2014
Customs and Border Protection 30 Industrial Park Uvalde, TX 78801	40	1.000	08/28/2014
	50	1.000	08/28/2015
Customs and Border Protection 300 Madrid St Marfa, TX 79843	60	1.000	09/30/2016

**INTERAGENCY AGREEMENT
STATEMENT OF WORK
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION AND
THE U.S. ARMY CORPS OF ENGINEERS
Revision 2**

I. AUTHORITY

The authority of the Department of Homeland Security, U.S. Customs and Border Protection and the U.S. Army Corps of Engineers to enter into this Interagency Agreement (IA) is the Economy Act of 1932 (31 U.S.C. 1535), resulting in an assisted acquisition.

II. OBJECTIVE/PURPOSE

This Interagency Agreement (IAA) between the U.S. Army Corps of Engineers (USACE) and the Department of Homeland Security, U.S. Customs and Border Protection (CBP), Office of Administration, Facilities Management and Engineering (FM&E) Border Patrol Facilities & Tactical Infrastructure (BPFTI) Program Management Office is for the purpose of obtaining the technical expertise of the USACE to assist CBP in performing minor construction and alteration life-cycle activities necessary to deliver requirements-driven facilities to the Border Patrol – on time and within scope and budget. The technical expertise required across the planning, design, and construction phases of each minor construction and alteration project includes program management, project management, acquisition, cost estimating, engineering and architectural design, real estate acquisition, environmental planning, construction, construction management, and commissioning.

III. SCOPE

This Statement of Work describes the comprehensive scope of support services for CBP's minor construction and alteration life-cycle activity requirements. Minor construction and alterations is defined as modifications, installations, rehabilitation, maintenance, repairs, and services in support of facilities. It may include work on building interiors and exteriors, including, but not limited to, architectural, civil, structural, electrical, mechanical, plumbing, environmental, landscaping, and fire protection (detection and suppression).

The following table is provided to demonstrate the types of minor construction and alteration requirements that CBP will require support for under the IAA. However, it is not intended to be representative of all requirements:

MINOR ARCHITECTURAL WORK	MINOR MECHANICAL WORK
<ul style="list-style-type: none"> • Roofing, flashing, and trim • Windows and doors • Ceiling • Floor covering • Lab casework • Sealing, caulking, masonry restoration • Painting • Framing/sheathing/partitions • Repair or replacement of fences and gates • Demolition (preparation for remodeling) • Asbestos removal • Greenhouse benches • Plastering and stucco • Tile work • Screenhouse • Structural systems 	<ul style="list-style-type: none"> • Water wells • Irrigation system • Stock watering system • Packaged A/C-computer area • Ductwork extensions or modifications • Government-furnished equipment with contractor installation • Pipe repairs, insulation • Sprinkler system • Fuel systems • System repairs (such as HVAC units) • Mechanical systems • Plumbing repairs, equipment and fixture installation • Any direct replacement • Safety and protective systems and devices
MINOR ELECTRICAL WORK	MINOR CIVIL WORK
<ul style="list-style-type: none"> • Fixture/relocations/conversions • Additional outlets or switches • Detection/security systems • Intercom systems • Electrical systems 	<ul style="list-style-type: none"> • Paving and surfacing • Concrete repair, sealing • Site clearing for new construction, grading • Manholes, vaults • Drainage • Post Best Management Practices

During the Base Period, USACE will use its best efforts to provide the following services either by contract or by in-house efforts:

- a. Provide **program and project management support and expertise** in support of minor construction and alteration activities (using either in-house or contractor resources), including but not limited to :
 - 1) Support program management requirements in accordance with the processes and procedures set forth in the CBP/USACE Program Management Plan (PgMP) dated May 9, 2011.
 - 2) Provide program and project management services in accordance with the CBP/USACE Memorandum of Agreement for Comprehensive Nationwide Project Management Services dated November 1, 2009.
 - 3) Development of PRDs, preparation of rough order of magnitude cost estimates and preliminary schedules, risk identification, risk analyses, and mitigation strategies, project monitoring and control, and performance of other preparatory work before project-specific funding is available.
 - 4) Project scoping, studies, investigations, evaluations, consultations, conceptual design, value engineering, and operation, monitoring, and topographic survey services.

- 5) Track project progress and provide progress reporting and updated schedules through regular reporting, periodic reviews, and maintaining current data in the Facilities and Infrastructure Tracking Tool (FITT) database.
 - 6) Analyze project, cost and schedule risk and develop mitigation strategies to minimize the impact to the project.
- b. Provide **planning phase support**, including but not limited to:
- 1) Support for site selection, site reconnaissance, including conducting market surveys, and obtaining legal access for further onsite investigations, such as land surveys, geotechnical evaluations, and environmental investigations.
 - 2) Support for advanced planning, programming, studies, investigations, sustainability and LEED™ analysis and documentation, sustainable infrastructure assessments, life cycle cost analysis, simplified total energy program (STEP) analysis, resource conservation, interior design services, leak detection surveys and assessments, and energy studies.
 - 3) Environmental and real estate compliance support, including:
 - a) Support environmental compliance requirements such as the preparation of environmental assessments, environmental reviews, environmental impact statements, Findings of No Significant Impact, Records of Decision, mitigation plan(s), Socioeconomic Impact Analysis Studies, and other associated documentation requirements in compliance with the National Environmental Policy Act (NEPA) of 1969, DHS Directive 023-01, Environmental Planning Program and CBP policies and procedures for land acquisition. Additional activities include support on data identification, collection (including site visits and interviews), development, and interpretation; sampling and analysis; and human health risk and environmental impact evaluations and reports.
 - b) Support real estate compliance requirements in accordance with the procedures and services set forth in the CBP/USACE Support Agreement to Conduct Real Estate Services dated November 21, 2010.
- c. **Acquisition Services:** USACE Contracting Officer(s) will award and administer contract in accordance with DOD regulations and the FAR council.
- d. Provide technical, contractual, and project management experience to develop and execute **acquisition strategies**, including, but not limited to:
- 1) Design-Bid-Build (DBB), Design-Build (DB), or other recommended acquisition vehicles and/or approaches.
 - 2) As required, develop Requests for Proposals, Invitation to Bids, Independent Government Cost Estimates, Acquisition Plans, Statements of Work (SOW), and other necessary acquisition documentation in support of CBP minor construction and alterations requirements.
- e. Provide program management, real estate, environmental, and A/E support and expertise during the **design phase** that encompasses the preparation of designs including plans, drawings, design analyses, specifications and cost estimates required to execute a site-

specific construction project (including studies and surveys). This support will also include conducting design charrettes, evaluating existing building condition plans, structural interior design (SID), comprehensive interior design (CID), landscaping, value engineering, as well as reviews of all of the above products and services. Other design phase support includes but is not limited to:

- 1) Participating as members of the Project Development Team (PDT).
 - 2) Providing civil, mechanical, structural, electrical, plumbing and geotechnical services to support design requirements for facilities based on the most current version of the BPFTI Facility Design Standards.
 - 3) Supporting DBB requirements, including developing statements of work (SOW) for design services, acquiring A/E design services, conducting design charrettes, developing designs, developing SOWs for construction services, acquiring construction services, and constructing the project.
 - 4) Supporting DB requirements, including conducting government-only design charrettes, developing SOWs for DB services, acquiring DB services, and designing and constructing the project.
 - 5) Providing support for the commissioning process, including obtaining a third-party commissioning agent as required.
 - 6) Ensuring all environmental and real estate requirements are satisfied before the construction phase begins. Identifying any environmental concerns and additional real estate interests (not identified during the planning phase) that may be required to access construction, utilities, and other needs.
- f. Provide support during the **construction phase** of projects, including but not limited to:
- 1) Monitoring contract execution by ensuring construction contract requirements are met, overseeing contractor progress, validating compliance with Davis-Bacon Act wage rates, reviewing and evaluating changes that originate from the contractor, reviewing progress payments, and performing quality assurance.
 - 2) Reviewing, evaluating, and incorporating change requests.
 - 3) Performing environmental monitoring and cultural surveying and applying BPFTI construction Best Management Practices (BMP) as required.
 - 4) Performing building commissioning to include 3rd party advanced commissioning and measure and verification activities if requested by CBP.
 - 5) Coordinating and conducting final inspections and walkthroughs prior to acceptance to identify any deficiencies that must be corrected.
 - 6) Coordinating Requests for Information (RFIs) with the Designer of Record (DOR) should DOR support be required to respond to and resolve RFIs in a timely manner
- g. Provide support during the **post-construction** phase of projects, including but not limited to:

- 1) Supporting project closeout activities to ensure that all obligations, expenditures, and USACE and contractor vouchers are finalized and executed, excess funds are deobligated, and financial records for the project are properly closed out.
- 2) Assisting in resolving warranty issues should the contractor refuse to address these items.
- 3) Submitting closeout and project documentation through FITT, to include Record Drawings (as built drawings), drawing sets, notification of completion, real estate documents, titles, deeds, warranties, manuals, acceptance forms, formal punch list, etc. (as applicable)

IV. REQUIREMENTS/TASKS:

CBP:

- a. Provide the USACE with CBP primary and alternate point of contact to include the name, phone number, and email address for each facility project. The primary contact will work with the USACE through-out the planning, design, and construction phases of each project.
- b. Provide the USACE with a preliminary list of CBP FM&E facilities that will require minor construction and alterations under this Agreement.
- c. CBP must assist the USACE in identifying and developing facility requirements and establishing minor construction and alteration project priorities.
- d. Provide the USACE with a list of CBP personnel or other designated Government Officials who will be authorized to submit a request for the USACE to provide services or otherwise obligate service order funds under this Agreement.
- e. CBP shall pay all costs associated with USACE's provision of services under this IAA in accordance with the provisions of the Economy Act and hereby certifies the availability of funds necessary to accomplish the work described in this IAA.
- f. CBP shall obtain for USACE and its contractors all necessary real estate interests where real estate services have not been assigned to USACE, access to all work site and support facilities.
- g. Within five (5) calendar days after receiving notice of USACE's intent to award or publicly announce the award of a contract for the performance of services under this IAA valued in excess of \$1,000,000.00, CBP shall notify the House and Senate Committees on Appropriations of the pending contract award or public announcement.
- h. Provide USACE with a copy of standards and requirements to be followed in support of construction activities (i.e. Border Patrol Facilities Design Standards, real estate requirements, environmental and NEPA compliance, and other requirements).
- i. Provide direction on specific deliverables required to satisfy requirements in this SOW and accompanying PRDs.

USACE:

- a. Provide a Project Manager from an USACE district office to deliver design and construction services for each project.
- b. Project Manager to deliver acquisition management services for the project.
- c. Enter data and documents into FITT for each project. FITT can be accessed at <https://www.borderfitt.com>. Utilize the Document Review and Checking System within ProjNet (Dr. Checks) to manage quality and maintain control over design and document reviews.
- d. The USACE Project Manager must keep the CBP Project Manager apprised of progress, scheduling conflicts, and other potential problems and issues effecting the execution of this Agreement.
- e. Provide necessary resources to execute the tasks specified in this Agreement.
- f. The USACE must provide procurement services and support (i.e., Contracting Officer, Contracting Officer Technical Representative) to oversee the award and management of contracts for CBP minor construction and alteration services.
- g. The USACE must investigate and pursue, where appropriate, claims and/or legal action against contractors and AE firms, damages arising from professional negligence in contracts awarded by the USACE. The USACE will assist and provide the CBP documentation, factual investigations and assistance with claims and/or legal actions arising against AE firms where the design contract has been awarded by the CBP. The USACE will develop and provide the CBP lessons learned from USACE awarded contracts in order to enable both the USACE and the CBP to develop strategies and contracts to avoid the incurrence of professional design issues in future actions.
- h. The USACE must immediately notify CBP of any litigation actions that may impact construction activities, and must assist with coordination of CBP's Office of Chief Counsel to determine the legal ramifications of the litigation to CBP. The USACE remains primarily responsible for defending such actions awarded by the USACE.
- i. USACE shall enter the DHS Funding Agency and Funding Office Identification Codes in the Federal procurement Data System when reporting any contract that results from this IAA.
- j. USACE shall notify CBP of its intent to award or publicly announce the award of any contract for the performance of services under this IAA valued in excess of \$1,000,000.00 at least ten (10) calendar days in advance of the award or public announcement.

V. ESTIMATED COST BREAKOUT (INCLUDING APPLICABLE FEES):

Table 1 below depicts the current on-going and new projects receiving additional funding under this IAA.

	RWA #	Funded Value	RWA Balance*	RWA Value
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10 - Change Management Reserve	N/A	(b) (3)		
20 - DRT DRS MCA Install canopy @ H277 N CP	20069865			
30 - Eagle Pass N BPS – Re-level Bldgs, replace floors	N/A			
40 - Uvalde BPS - Processing area noise control	N/A			
50- ELP STN MCA Install range baffle system	20069811			
DRT EGT MCA Study/Repair Flood Potential	20069868			
EPT OBP CON Install generator @ SOG	20058865			
60- BBT CON Add Three Modulares	N/A			
Total		\$2,679,470.00		\$1,439,600.08

Table 1: On-Going and New Projects Requiring Additional Funding

*Current balance as of 7/17/13

Note: CLIN structure includes all expected projects and the approved structure but does not necessarily depict the order of which each project will appear in the financial documentation.

The Base Period amount includes all costs for all work included in the scope of this IAA plus the project management costs charged by USACE for the Base Period. Actual USACE costs are dependent on the work performed. This budgetary estimate is based on a summation of all the labor, contract and other direct costs assumed to be required to fund the portfolio of projects executed during the Base Period through contract closeout. Additional supporting documentation on the basis of the cost estimates is available in the Project Requirement Documents (PRD).

VI. DELIVERABLES:

The USACE must provide an electronic version of each report and schedules/milestones.

- Monthly expense burn rate report
- Monthly progress report

VII. PLACE OF PERFORMANCE

The place of performance for this requirement shall include but not be limited to the Southwestern U.S. international border, specifically within the State of Texas.

VIII. PERIOD OF PERFORMANCE

This Agreement is effective on August 29, 2013 through September 30, 2016.

IX. FUNDING

The initial value of the IAA base year is \$2,679,470.00. Any modifications resulting from a CBP approved change request will be funded from the change management reserve contract line item number (CLIN) 10. Use of the change management reserve funding CLIN 10 is only authorized after receipt of a CBP approved change request. Funding will be provided by CBP BPFTI PMO to the USACE. Funding for this agreement shall be established by individual Project Requirements Documents issued under the authority of this document. Additional funding may be added to respond to emergency repairs and support of additional new minor construction and alteration requirements as required.

CBP shall pay all actual costs incurred by USACE relative to the provision of goods or services under this IAA. USACE may bill CBP in advance and CBP shall provide the necessary funds in advance. Alternatively, USACE may bill CBP monthly for costs actually incurred, using Standard Form (SF) 1080, Voucher for Transfers between Appropriations and/or Funds, and CBP shall reimburse USACE within 30 days of receipt of an SF 1080.

If USACE forecasts its actual costs under this IAA to exceed the amount of funds available, it shall promptly notify CBP of the amount of additional funds necessary to complete the work and the reason for the exceeded amount. CBP shall either provide the additional funds to USACE or direct the reduction of the scope of work to that which can be paid for by the then available funds or direct termination of work.

Within 90 days of completing the work, USACE shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the USACE shall return to CBP any funds advanced in excess of the actual costs as then known, or CBP shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit CBP's duty to pay any costs, such as contract claims, or other liability, which may become known after final accounting.

This IAA and modifications to it may be incrementally funded to accomplish the various program elements:

Specific funding information is as follows:

Fund: 06129

Org Code: 10520

Budget Plan: 2525

Project Code: ZFOP

X. POINTS OF CONTACT

CBP:

(b) (6), (b) (7)(C)

Division Director
Facilities Division
Border Patrol Facilities and Tactical Infrastructure
Program Management Office
Phone: 949- (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C) @cbp.dhs.gov

CBP Acquisitions:

(b) (6), (b) (7)(C)

Contracting Officer
US Customs and Border Protection/DHS
Phone: 202- (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C) @cbp.dhs.gov

USACE:

(b) (6), (b) (7)(C)

Director, Engineering and Construction Support for Others
USACE, Ft Worth
Phone: 817- (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C) @usace.army.mil

(b) (6), (b) (7)(C)

Chief, Facilities Branch
USACE, Ft Worth
Phone: 817- (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C) @usace.army.mil

(b) (6), (b) (7)(C)

Chief, Planning, Program & Technical Branch
USACE, Ft Worth
Phone: 817- (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C) @usace.army.mil

(b) (6), (b) (7)(C)

Chief, Program Control Section
USACE, Ft Worth
Phone: 817- (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C) @usace.army.mil

(b) (6), (b) (7)(C)

Budget Analyst

USACE, Ft Worth

Phone: 817-(b) (6), (b) (7)(C)

E-mail: (b) (6), (b) (7)(C)@usace.army.mil

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XI. PARTICIPATING AGENCY INFORMATION

Specific Agency information is as follows:

Full Agency Name: U.S. Army Corps of Engineers, Fort Worth District

Full Agency Address: 819 Taylor St, Rm 3A14, Fort Worth, TX 76102

Telephone Number: (b) (6), (b) (7)(C)

Fax Number: (b) (6), (b) (7)(C)

Tax Identification Number: (b) (6), (b) (7)(C)

DUNS Number: (b) (6), (b) (7)(C)

Agency Locator Code: 00008736

XII. OTHER CONSIDERATIONS

Constraints: Resource availability, USACE Customer priorities, site location, additional staff training and logistics may initially impact the USACE from fully supporting this new agreement. The customer will be kept informed of progress made to mitigate these obstacles.

XIII. ADDITIONAL INFORMATION

a. APPLICABLE LAWS. This IAA and all document and all actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by Law, all contract work undertaken by USACE will be governed by those policies and procedures to which USACE is subject.

b. CONTRACT CLAIMS AND DISPUTES. All claims and disputes by contractors arising under or relating to contracts awarded by the USACE pursuant to this IAA shall be resolved in accordance with Federal Law and the terms of the individual contract. USACE shall have dispute resolution authority for these claims in consultation with CBP. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its

successor, the contractor may bring an action directly to the United States Court of Federal Claims.

c. DISPUTE RESOLUTION. The parties agree that, in the event of a dispute between the parties, CBP and USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget or such other entity as may be appropriate, such as Office of the Secretary of Defense.

d. RESPONSIBILITY FOR COSTS. If liability of any kind is imposed on the United States relating to USACE's provision of goods or services under this IAA, CBP shall remain responsible as the program proponent for providing such funds as necessary to discharge liability, and related costs for which they are responsible.

Notwithstanding the above, this IAA does not confer any liability upon CBP for claims payable by USACE under the Federal Torts Claims Act. Provided further that nothing in this IAA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this IAA.

e. PUBLIC INFORMATION. Justification and explanation of the IAA Programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of CBP except to the extent specifically assigned to USACE in this IAA. USACE may provide, upon request, any assistance necessary to support CBP and justification or explanations of the CBP programs conducted under this IAA. In general, CBP is responsible for all public information. USACE may make public announcement and respond to all inquiries relating to the ordinary procurement and contract award and administration process. CBP or USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this IAA.

f. MISCELLANEOUS.

1. **Other Relationships or Obligation.** This IAA shall not affect any pre-existing or independent relationships or obligations between CBP and USACE.

2. **Survival.** The provisions of this IAA that require performance after the expiration or termination of this IAA shall remain in force notwithstanding the expiration or termination of this IAA.

3. **Severability.** If any provision of this IAA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

g. AMENDMENTS, MODIFICATIONS, AND TERMINATIONS. This IAA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this IAA by providing written notice to the other party. The termination shall be

effective 180 calendar day following notice, unless a later date is set forth. In the event of termination, CBP shall continue to be responsible for all costs incurred by USACE under this IAA and for the costs of closing out or transferring any ongoing contracts. Modification to the IAA option period cost estimates will require an amendment to the IAA.

h. EFFECTIVE DATE. This IAA is effective upon signature by CBP and USACE representatives.

ACCEPTANCE OF CUSTOMER ORDER

1. TO (Requiring Activity Address) (Include ZIP Code) BUREAU OF CUSTOMS AND BORDER PROTECTION REAL PROPERTY BRANCH 6650 TELECOM DRIVE, SUITE 100 INDIANAPOLIS IN 46278 ATTN:			2. CUSTOMER ORDER NO. HSBP1013X00127		3. AMEND NO. 00002		4. REV MAN	
			5. DATE (Signature Date) 15-OCT-2014		6. AMOUNT <div style="background-color: black; color: white; padding: 5px; display: inline-block;">(b)(3)</div>			

7. The CUSTOMER ORDER identified above is accepted and the items requested will be provided as follows:
(Check as Applicable)

a. ☐ ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I)

<input type="checkbox"/> AUTOMATIC REIMBURSEMENT TFO	<input type="checkbox"/> FUNDED REIMBURSEMENT TFO	ACCEPTED AS
<input type="checkbox"/> AUTOMATIC REIMBURSEMENT NON-TFO	<input type="checkbox"/> FUNDED REIMBURSEMENT NON-TFO	ECONOMY ACT ORDER
<input type="checkbox"/> AUTOMATIC REIMBURSEMENT IPAC	<input checked="" type="checkbox"/> FUNDED REIMBURSEMENT IPAC	SENT ELECTRONICALLY? N

b. ☐ ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (CATEGORY II)

<input type="checkbox"/> DIRECT FUND CITE TFO
<input type="checkbox"/> DIRECT FUND CITE NON-TFO

c. ☐ ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW

d. ☐ THIS ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.

8. ☐ CUSTOMER ORDER NUMBER(S) IDENTIFIED IN BLOCK 14, (REMARKS) IS NOT ACCEPTED (IS REJECTED) FOR THE REASONS INDICATED.

9. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I			10. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II		
ITEM NO. a.	QUANTITY b.	ESTIMATED PRICE c.	ITEM NO. a.	QUANTITY b.	ESTIMATED PRICE c.
40		<div style="background-color: black; color: white; padding: 2px;">(b)(3)</div>			
d. TOTAL ESTIMATED PRICE		80,426.01-	d. TOTAL ESTIMATED PRICE		
11. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS			12. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS 2,146,470.00		

13. FUNDS DATA (Check if Applicable)

a. ☐ ADDITIONAL FUNDS IN THE AMOUNT ARE REQUIRED (See Justification in block 14)

b. ☒ FUNDS IN THE AMOUNT OF 80,426.01 ARE NOT REQUIRED AND MAY BE WITHDRAWN

14. REMARKS This order is accepted under the provisions of 31 USC 1535 (Economy Act).

RA TECHNICAL POC: <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>	RA FINANCIAL POC: <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>
949- <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>	949- <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>
PA TECHNICAL POC: <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>	PA FINANCIAL POC: <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>
817- <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>	817- <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>

FINANCING APPROPRIATION: 096 NA X 2014 3122 000 0000 OWDINS 08 2455 96412 CCS: 999

15. ACCEPTING ACTIVITY (Complete Address) BUDGET AND MANPOWER BRANCH USAED, FORT WORTH CESWF-RM-B 819 TAYLOR ST, RM 3A33 FORT WORTH, TX 76102-0300		16. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div> 817- <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div> BUDGET ANALYST	
		17. ELECTRONICALLY SIGNED BY <div style="background-color: black; color: white; padding: 2px;">(b) (6), (b) (7)(C)</div>	18. DATE 15-OCT-2014

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: [EXTERNAL] RE: Signed Modification HSBP1013X00127P2 (UNCLASSIFIED)
Date: Thursday, March 19, 2015 2:30:57 PM

Yes. Different program.

Thanks

(b) (6), (b) (7)(C)

-----Original Message-----

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@usace.army.mil]
Sent: Thursday, March 19, 2015 3:20 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)

Subject: RE: Signed Modification HSBP1013X00127P2 (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Quick Question, (b) (6), (b) (7)(C) signature does not look like everyone else's electronic signature. Was this electronically signed by her.

thanks

(b) (6), (b) (7)(C)

-----Original Message-----

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@cbp.dhs.gov]
Sent: Thursday, March 19, 2015 1:47 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)

Subject: [EXTERNAL] FW: Signed Modification HSBP1013X00127P2

Good Afternoon (b) (6), (b) (7)(C)

Forwarding the signed mod for final acceptance.

Would you also send the final acceptance of HSBP1014X00134P2USACEP3?

Thank you.

(b) (6), (b) (7)(C)

Contracts/DHS/CBP

(571) (b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: [EXTERNAL] RE: Signed Modification HSBP1013X00127P2 (UNCLASSIFIED)
Date: Thursday, March 19, 2015 2:44:17 PM

Yes, I signed the document.

Thanks

(b) (6), (b) (7)(C)

-----Original Message-----

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@usace.army.mil]
Sent: Thursday, March 19, 2015 3:20 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: RE: Signed Modification HSBP1013X00127P2 (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Quick Question, (b) (6), (b) (7)(C) signature does not look like everyone else's electronic signature. Was this electronically signed by her.

thanks

(b) (6), (b) (7)(C)

-----Original Message-----

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@cbp.dhs.gov]
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Subject: [EXTERNAL] FW: Signed Modification HSBP1013X00127P2

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Thank you.

(b) (6), (b) (7)(C)

Contracts/DHS/CBP

(571) (b) (6), (b) (7)(C)

Date rec'd in ECSO: 19 Mar 15

Date to RM-B: 19 Mar 15

RWA #: HSBP1013X00127.3

Title: Facilities Minor Const/Repair, Big Bend Modular Purchase Project

Amt: (b)(3)

Environmental? Y ☐ N ☒ X ☐

PA/phone #: CS-1598

Remarks: New Li-60 Big Bend Add 3 Modulares at SHQ (b)(3)

Total IAA \$2,679,470.00

tech

20 Mar 15

(b) (6), (b) (7)(C)

P2: 449649

FWI: 227LC5

Source Appropriation: 70 5/9 0532 expires 30 Sep 2019